

STATE OF SOUTH CAROLINA

COUNTY OF EDGEFIELD

Barry Lanham and Obvia Gamble-Lanham,

Plaintiff,

vs.

Wumag Texroll GmbH & Co. KG,

Defendants.

IN THE COURT OF COMMON PLEAS

Case No. 2021-CP-19-00005

**DECLARATION OF MICHAEL HESS
IN SUPPORT OF WUMAG TEXROLL
GMBH & CO. KG'S MOTION TO
DISMISS**

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Feb 23 2026

SC Court of Appeals

COMES NOW, Michael Hess, who deposes and states as follows:

1. My name is Michael Hess, and I am over the age of eighteen (18) years and am competent to give sworn testimony. I have personal, first-hand knowledge of the matters set forth in this declaration. I offer this declaration in support of Wumag Texrol GmbH & Co. KG's ("Wumag II") Motion to Dismiss in the above-captioned action.
2. I am the Managing Director of Wumag II.
3. Wumag II was previously named Kelzenberg + Co: GmbH & Co. KG ("Kelzenberg"), and I previously served as the Managing Director of Kelzenberg from 2008 to 2019.
4. Wumag II is registered at the district court of Düren, Germany under number HRA 224 and the general partner GmbH under number HRB 154.
5. Wumag II's principal place of business is in Düren, Germany.
6. On September 1, 2019, insolvency proceedings concerning the assets of Wumag Texroll GmbH & Co. KG ("Wumag I") commenced in the district court of Krefeld, Germany.
7. Prior to being insolvent, Wumag I was registered at the district court of Krefeld, Germany under number HRA 3719.
8. On or around September 18, 2019, Kelzenberg entered into an asset purchase agreement to purchase the assets of Wumag I out of insolvency.
9. Dr. Peter Minuth, Attorney at Law and Insolvency Administrator, currently serves as the insolvency administrator for the Wumag I insolvency proceedings.
10. Pursuant to the asset purchase agreement, Kelzenberg purchased certain assets of Wumag I, including machinery, equipment, software licenses. Ownership of the purchased assets was transferred from Wumag I to Kelzenberg on October 1, 2019.

11. The asset purchase was carried out in Germany and was governed by German law.
12. Under German law, an agreement to purchase assets does not provide for the assumption of liabilities, unless expressly agreed otherwise or statutory provisions of German law stipulate otherwise.
13. On September 18, 2019, for marketing reasons, Kelzenberg changed its name to Wumag II.
14. Despite Wumag II adopted the same name for marketing reasons following the asset purchase, there is not now, and has never been, commonality of officers, directors, or stockholders between Wumag I and Wumag II.
15. The Complaint in this action concerns injuries suffered by Plaintiff Barry Lanham ("Lanham") alleged to have occurred on January 22, 2018 at a Bondex, Inc. plant in Trenton, South Carolina. (*See* Compl. ¶¶ 3–8).
16. Lanham alleges he was injured by a Laminating Calendar Line machine which was designed and manufactured by Wumag Texroll GmbH & Co. KG and then sold by Wumag Texroll GmbH & Co. KG to Bondex, Inc. (*See* Compl. ¶¶ 3–8).
17. Lanham's alleged injuries which are the subject of this action and which give rise to the claims asserted in the Complaint occurred almost two years prior to Wumag II purchasing the assets of Wumag I.
18. Wumag II does not now, and has never held an ownership interest in the Laminating Calendar Line machine that allegedly caused Mr. Lanham's injuries.
19. Wumag II did not design, test, manufacture, market, sell, import, distribute, deliver or install the Laminating Calendar Line machine that allegedly caused Mr. Lanham's injuries.
20. Wumag II is not now, and has never been registered with the South Carolina Secretary of State.
21. Wumag II has never registered an agent for service of process with the South Carolina Secretary of State.
22. Wumag II does not now, and has never, maintained an office, manufacturing facility or other place of business within South Carolina.
23. Wumag II does not, does not now, and has never, employed any personnel based in South Carolina.
24. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment by contempt.



Michael Hess

Date: 08/05/2021